

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FIFTH THIRD BANK, NATIONAL
ASSOCIATION,

Plaintiff,

v.

ALIF TRANSPORT INCORPORATED,
and ADNAN N. MOHAMED,

Defendants.

Civil Action File

No. _____

COMPLAINT FOR DAMAGES

Plaintiff Fifth Third Bank, National Association hereby files its Complaint for Damages against ALIF Transport Incorporated and Adnan N. Mohamed, as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff Fifth Third Bank, National Association (“Fifth Third”) is a national banking association with its principal office located in Cincinnati, Ohio. Fifth Third is a citizen of Ohio.

2. Defendant ALIF Transport Incorporated (“ALIF”) is a corporation incorporated under the laws of the State of Georgia with its principal place of business located in Stone Mountain, DeKalb County, Georgia. ALIF is a citizen of Georgia. ALIF may be served with process through its registered agent, Adnan Mohamed, located at 1589 Rogers Lake Road, Lithonia, Georgia, 30058, or

wherever else he may be found.

3. Defendant Adnan N. Mohamed (“Mohamed”) is an individual citizen of Georgia. Mohamed may be served at 712 Kingsgate Ridge, Stone Mountain, Georgia, 30088, or wherever else he may be found.

4. This Court has personal jurisdiction over ALIF and Mohamed (collectively, “Defendants”), who are each citizens of Georgia.

5. This Court has subject-matter jurisdiction over this matter, pursuant to 28 U.S.C. § 1332, as Fifth Third and Defendants are citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

6. Venue is proper in this Court, pursuant to 28 U.S.C. § 1391(b) and N.D. Ga. L.R. 3.1(B), as Defendants reside, and the cause of action arose, within the Northern District of Georgia, Atlanta Division.

II. FACTUAL BACKGROUND

A. The Loan Documents

7. On or about December 10, 2021, ALIF executed and delivered to Fifth Third that certain Demand Note of even date in the face amount of \$100,000.00 (the “Demand Note”), memorializing a loan made by Fifth Third to ALIF in the same amount. A true and correct copy of the Demand Note is attached hereto as Exhibit A.

8. The Demand Note is guaranteed by, amongst other things, that certain Continuing Guaranty Agreement executed by Mohamed in favor of Fifth Third dated December 10, 2021 (the “Guaranty”). A true and correct copy of the Guaranty is attached hereto as Exhibit B.

9. Fifth Third is the holder of the Demand Note, the Guaranty, and all documents executed in connection therewith or pursuant thereto (collectively, the “Loan Documents”).

B. The Notices of Demand

10. By letter dated September 12, 2022, Fifth Third provided Notice of Demand to Defendants, pursuant to the Demand Note (the “First Notice of Demand”). A true and correct copy of the First Notice of Demand is attached hereto as Exhibit C.

11. The First Notice of Demand notified Defendants that demand was made for immediate payment in full of the entire outstanding principal balance of the Demand Note, together with all accrued and unpaid interest through the date of payment, and all other amounts owing to Fifth Third under the terms of the Loan Documents, including, without limitation, late fees.

12. By letter dated February 28, 2023, Fifth Third provided Second Notice of Demand to Defendants (the “Second Notice of Demand”), in which it again

notified Defendants that demand was made for immediate payment in full of the entire outstanding principal balance of the Demand Note, together with all accrued and unpaid interest through the date of payment, and all other amounts owing to Fifth Third under the terms of the Loan Documents, including, without limitation, late fees. A true and correct copy of the Second Notice of Demand is attached hereto as Exhibit D.

13. To the extent not already notified, Defendants are hereby notified pursuant to O.C.G.A. § 13-1-11, that Fifth Third intends to enforce the attorneys' fees provisions in the Loan Documents and they have ten (10) days from service of this Complaint for Damages in which to pay the sums due, as well as any additional interest or other charges that might accrue prior to the tender of payment in full without also being liable for attorneys' fees. Defendants can avoid the obligation to pay attorneys' fees by paying the sums owed and any additional interest or other charges that may accrue prior to the tender of payment in full, within ten (10) days after the date of service of this Complaint for Damages.

14. As of May 31, 2023, the amounts owing under the Loan Documents, exclusive of costs and attorneys' fees, was as follows:

Principal	Interest	Late Fees	Total	Per Diem
\$99,101.62	\$6,262.40	\$192.68	\$105,556.70	\$58.08456

III. CAUSES OF ACTION

COUNT I

Breach of the Demand Note (Against ALIF)

15. Fifth Third re-alleges and incorporates by reference the allegations in Paragraphs 1 through 14.

16. ALIF is in default of its obligations under the Demand Note by failing to pay the amounts owing under the Demand Note upon demand.

17. ALIF is liable to Fifth Third under the Demand Note for the principal balance of \$99,101.62, accrued interest in the amount of \$6,262.40 as of May 31, 2023, per diem interest after May 31, 2023, and through judgment in the amount of \$58.08456, and late fees in the amount of \$192.68.

COUNT II

Breach of the Guaranty (Against Mohamed)

18. Fifth Third re-alleges and incorporates by reference the allegations in Paragraphs 1 through 17.

19. Mohamed is in default of his obligations under the Guaranty for failing to pay the amounts owing under the Demand Note as and when due.

20. Mohamed is liable to Fifth Third under the Guaranty and Demand Note for the principal balance of \$99,101.62, accrued interest in the amount of \$6,262.40 as of May 31, 2023, per diem interest after May 31, 2023, and through judgment in

the amount of \$58.08456, and late fees in the amount of \$192.68.

COUNT III
Attorneys' Fees and Expenses

21. Fifth Third re-alleges and incorporates by reference the allegations in Paragraphs 1 through 20.

22. If Defendants do not pay the outstanding principal and accrued interest owing on the Loan Documents within ten (10) days of service of this Complaint for Damages, and any additional interest or other charges that may accrue prior to the tender of payment in full, Defendants shall be liable to Fifth Third for its reasonable attorneys' fees, pursuant to O.C.G.A. § 13-1-11 and the Loan Documents

NOW WHEREFORE, Fifth Third prays for the following relief:

- (a) that summons issue as to Defendants;
- (b) that final judgment be entered against Defendants, jointly and severally, on the Loan Documents for the principal balance of \$99,101.62, accrued interest in the amount of \$6,262.40 as of May 31, 2023, per diem interest after May 31, 2023, and through judgment in the amount of \$58.08456, and late fees in the amount of \$192.68;
- (c) that such final judgment include an award for Fifth Third's attorneys' fees and costs pursuant to O.C.G.A. § 13-1-11;
- (d) an order taxing all costs on Defendants;

(e) post-judgment interest at the Default Rate as provided for in the Loan Documents; and

(f) for all other relief this Court deems proper.

This 1st day of June, 2023.

BURR & FORMAN LLP

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